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BUS 5798

# AGREEMENT

BY AND BETWEEN

THE CITY SCHOOL DISTRICT OF THE  
CITY OF NORTH TONAWANDA, NEW YORK

AND THE



CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,  
LOCAL 1000, AFSCME, AFL-CIO

SCHOOL BUS DRIVERS, SUBSTITUTE SCHOOL  
BUS DRIVERS, AND SCHOOL BUS ATTENDANTS  
LOCAL 872

**RECEIVED** July 1, 2006 - June 30, 2010

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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD



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## **AGREEMENT**

### **PREAMBLE**

This Agreement, entered into this 7<sup>th</sup> day of December 2006, by and between the City School District of the City of North Tonawanda, New York (hereinafter "District") and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO (hereinafter "CSEA"), the certified Union for school bus drivers, substitute school bus drivers and school bus attendants Units, Local 872.

### **WITNESSETH**

**WHEREAS**, CSEA is an organization duly registered by the Board of Education of the District as an organization eligible to be recognized as the representative organization representing School Bus Drivers (hereinafter "Drivers"), Substitute School Bus Drivers (hereinafter "Substitute Drivers"), and School Bus Attendants (hereinafter "Attendants"), in negotiations with the District under the Public Employees Fair Employment Act of 1967 (hereinafter the "Act"); and

**WHEREAS**, CSEA is deemed by the Board of Education to have in all ways complied with the requirements of the Act and the applicable regulations of the Public Employment Relations Board governing the recognition of representative employees; and

**WHEREAS**, on June 11, 1997, the Board of Education recognized the CSEA as the exclusive representative organization representing Drivers, Substitute Drivers, and Attendants; and

**WHEREAS**, the parties have agreed to negotiate in good faith, with respect to wages, hours, and other terms and conditions of employment; and

**WHEREAS**, the parties have reached certain agreements which they desire to reduce to writing;

**NOW THEREFORE**, in consideration of the following mutual covenants, it is hereby agreed as follows:

## **ARTICLE I: RECOGNITION AND MEMBERSHIP**

### **Section 1.1 Recognition**

The Board of Education hereby reaffirms its recognition of the CSEA as the sole and exclusive representative organization representing Drivers, Substitute Drivers, and Attendants, excluding Substitute Bus Attendants and all other employees of the District, in negotiations conducted under the Act. The Board grants the CSEA all rights and privileges to which representative organizations are entitled under the Act and under the regulations of the New York State Public Employment Relations Board.

### **Section 1.2 Exclusivity**

It is agreed that the CSEA shall be entitled to unchallenged exclusive representation status on behalf of the above-named negotiation Unit of employees for the fullest extent provided by law in accordance with the Act and the Rules of Procedure of the New York State Public Employment Relations Board.

### **Section 1.3 Non-Discrimination**

The CSEA agrees to admit to membership all employees in the negotiation Unit without discrimination with regard to race, color, creed, or national origin, and affirms that the requirements for admission to membership in CSEA are otherwise not in conflict with the requirements of the Act and other applicable statutes and regulations.

### **Section 1.4 No Strike**

The officers of the Union assert that they are fully familiar with the Act with respect to strikes by public employees and that they, on behalf of the CSEA, absolutely and unconditionally renounce the

right of CSEA or individual members to strike against any government, to incite, encourage, promote, or to impose an obligation to conduct, assist, or participate in a strike.

## **ARTICLE II: RIGHTS OF CSEA**

### **Section 2.1      Dues Deduction**

The Board shall deduct membership fees and other authorized deductions on a bi-weekly basis from those employees of the District who have signed the appropriate payroll deduction authorization cards permitting such deductions and shall remit such monies to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York, 12224 and/or its designated agent. The Board agrees to deduct and remit such monies exclusively for the CSEA as the recognized exclusive negotiating agent for employees in the Unit and shall not extend this privilege to any other labor union or organization.

### **Section 2.2      Agency Fee**

CSEA, having been recognized or certified as the sole and exclusive representative for all employees included in the collective bargaining unit as set forth in Article I of this contract, shall be entitled to have monies deducted from the wages or salaries of employees in the aforementioned bargaining unit who are not members of CSEA in an amount equivalent to the annual dues levied by CSEA for full-time and part-time employees who are members. The fiscal or disbursing officer shall deduct and transmit the amount of monies as determined by the employment status (part-time or full-time) of the employee(s) who is not a member as established by CSEA to the CSEA in the same form and manner that he or she is now transmitting the dues paid by employees who are members. All agency shop fees deducted shall be sent to the CSEA



at the address set forth in the previous section. The agency shop deductions shall be accompanied by a list indicating the names and addresses of those employees who are not members of CSEA.

### **Section 2.3      Save Harmless**

The CSEA shall defend and save the District harmless against any and all claims, suits, or other forms of liability that shall or may arise by reason of any action taken or not taken by the District to comply with the terms of this Article or in reliance on a certification issued by the CSEA, except the failure of the District to furnish the CSEA monies deducted pursuant to this Article.

### **Section 2.4      Union Meetings**

Permission shall be granted for use of the Transportation/Maintenance Facility (and other District facilities when approved by the District, in advance) for CSEA meetings as approved by the Department Head, provided that such meetings will not interfere with normal operations. Such meetings will not occur on "paid time" unless approved, in advance, by the District, which will not be unreasonably denied.

### **Section 2.5      Union Business Leaves**

(a) CSEA shall be granted a maximum of five (5) days leave during each school year of this contract for the purpose of officers attending CSEA state conventions or CSEA regional and local meetings. The local Union president shall be required to inform the Superintendent not less than three (3) days in advance of this intended leave, whenever possible.

(b) CSEA members using these days shall receive regular pay for the period of this leave but CSEA shall reimburse the District for any substitute service necessary for the employees on leave, at the

current substitute rate, for any overtime paid or any other District out-of-pocket expenses to the District, if required.

### **ARTICLE III: DEFINITION OF YEAR**

#### **Section 3.1 Definition of Year**

Unless otherwise specified, references to "year" in this contract shall refer to the fiscal year of the District, July 1 through June 30.

#### **Section 3.2 Work Year**

(a) The Drivers' work year for pay purposes shall be the number of scheduled workdays for Drivers, plus holidays and Superintendent Conference Days. The work year will not include evening teacher conferences. The work year will begin on Labor Day and end on the last teacher workday in June. Substitute Drivers and Attendants will be paid only for scheduled time worked and paid leaves expressly provided in this Agreement.

(b) The number of hours of paid absence per day shall be based upon the current bid route schedule of each employee. Holiday pay shall be based on the next day route schedule of the employee.

(c) Employees are required to report and be available for work each day of the work year, as defined above, unless directed not to report.

(d) Regular School Bus Attendants who work as Substitute Bus Drivers will be provided all benefits they would be eligible for as School Bus Attendants.

## **ARTICLE IV: MANAGEMENT'S RIGHTS**

### **Section 4.1 Description**

CSEA and the employees agree that except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the District are retained by it, including but not limited to the right to establish rules, regulations and procedures for its employees to follow for the conduct of the work and the maintenance of safety, order, discipline, efficiency, and the protection of property. It is understood and agreed that such rules, regulations, and procedures may be amended or changed from time to time at the complete discretion of the District, and that any such amendment or change shall not be used to avoid any of the provisions of this Agreement. CSEA will receive written notice of any rules, regulations, or procedures, or any amendments or change prior to the effective date of implementation.

## **ARTICLE V: NEGOTIATIONS**

### **Section 5.1**

It is agreed that all matters relating to wages, salaries, hours and other terms and conditions of employment between the Union and the District for the period July 1, 2006 through June 30, 2010 have been negotiated as indicated in this Agreement and there shall be no further consideration of such matters for said period, except as may be mutually agreed between the parties.

### **Section 5.2**

It is agreed that in view of the benefits conferred on both parties by the provisions of this Agreement, all other requests, demands, suggestions or other indications of interest in changes in salaries, wages, hours, and other terms and conditions of employment have been withdrawn by both parties.

### **Section 5.3**

Negotiations for a new agreement between the parties shall begin during the month of February 2010.

## **ARTICLE VI: SICK LEAVE**

### **Section 6.1 Drivers**

Drivers shall earn one (1) sick day per month up to a maximum of ten (10) per year effective 7/1/03. Unused sick leave may accumulate to 105 days effective July 1, 2006, 110 days effective July 1, 2007, and 115 days effective July 1, 2008.

### **Section 6.2 Attendants**

Attendants shall be entitled to three (3) days sick leave per year and unused sick leave may accumulate to fifty-five (55) days effective 7/1/06, sixty (60) days effective July 1, 2007, and sixty-five (65) days effective July 1, 2008. Attendants will be entitled to four (4) days sick leave per year effective July 1, 2008.

### **Section 6.3 Deductions**

When the maximum number of sick days have been reached, deductions for sick days will be from the sick days earned in the year.

### **Section 6.4 Overtime Calculation**

Sick leave shall not be used in the calculation of overtime.

### **Section 6.5 Fitness to Return to Work**

Prior to returning back to work, employees absent for five (5) or more consecutive workdays due to sickness must provide a statement from their physician verifying their disability and fitness to return to work.

## **Section 6.6 Sick Leave Calculation**

Sick leave will be credited based upon the length of the employee's regular workday. If an employee's regular workday changes, sick leave credit will be prorated to reflect the change in the regular workday. This adjustment will occur annually effective the first day of student attendance.

## **Section 6.7 Attendance Benefit**

Regular employees who work all the required workdays during the period September 1 through January 31, shall receive one (1) additional day of pay at their regular daily rate. Employees who work all the required workdays during the period February 1 through June 30 shall also receive one (1) additional day of pay at their regular daily rate. Payment shall be made in the first full pay period following January 31 and June 30. Absences for bereavement and jury duty will not affect eligibility for these payments.

# **ARTICLE VII: PERSONAL LEAVE**

## **Section 7.1 Drivers**

Drivers shall be entitled to two (2) personal leave days per year.

## **Section 7.2 Attendants**

Attendants shall be entitled to two (2) personal leave days per school year.

## **Section 7.3 Accumulation**

Unused personal leave shall be converted to sick leave on July 1 every year, up to the maximum number of days provided in this Agreement.

## **Section 7.4      Usage**

Use of personal leave will be allowed in accordance with the following: A request for personal leave must be submitted in writing to the employee's immediate supervisor at least three (3) working days in advance of anticipated use. Such notification period may be reduced in instances of a genuine emergency. Use of a personal day on the day before or after a holiday or recess shall be at the sole discretion of the Superintendent or his designee.

## **Section 7.5      Limitations**

Use of personal leave shall be limited to the following circumstances and, it is understood and agreed that personal leave time shall, in all cases, be used only to conduct legitimate business which cannot be conducted outside working hours or on the scheduled day off of the employee.

### **(a)    Illness**

Illness in the household or of parent of child.

### **(b)    Attendance at College Orientation Program**

One (1) day absence with pay shall be allowed for the purpose of attending a formal orientation program operated by an institution of higher learning involving the employee as a parent and his child.

### **(c)    Graduation Leave**

One (1) day absence shall be granted for the purpose of attending the graduate of a child, grandchild, sister, or bother from a post-high school educational institution.

**(d) Sale or Purchase of Residence**

One (1) day absence per year shall be allowed without loss of pay for the purpose of transacting business in connection with the sale or purchase of property used by the employee as a residence.

**(e) Moving to a New Residence**

One (1) day absence per year shall be allowed without loss of pay for the purpose of transferring the employee's residence from one place to another and shall be restricted to a personal residence only.

**(f) Attend Wedding**

One (1) day absence shall be allowed without loss of pay to attend the wedding of an employee's child, parent, spouse's parent, brother, sister, spouse's brother or sister, grandchild, or employee's grandparent. Such wedding must take place on the day the employee is absent under the authority of this provision.

**(g) Conduct Other Business**

Such other day or days shall be allowed for the purpose of transaction of business which cannot be transacted outside of work hours, said day or days to be approved by the Superintendent with the determination of the right to be paid to be made after the employee had taken the day or days. If payment is authorized, one day or more shall be deducted from the total days allowed under the leave provision set forth herein depending on the number of days taken. If payment is not authorized, no loss of personal leave day or days shall occur.

## **ARTICLE VIII: BEREAVEMENT LEAVE**

### **Section 8.1      General**

Bereavement leave is provided to Drivers and Attendants under the terms specified below for each occasion, which shall be verified with the Superintendent. This paid leave shall not apply to extra work time, for example summer work, nor to substitute employees.

### **Section 8.2      Three-Day Leave**

Up to three (3) consecutive days bereavement leave (including all non-working days) are allowed without loss of pay in the event of the death of an employee's brothers, sisters, spouse's brother or sister, grandchild, or employee's grandparents.

### **Section 8.3      Five-Day Leave**

Up to five (5) consecutive days bereavement leave (including all non-working days) are allowed without loss of pay in the event of the death of a spouse, child, parent, or spouse's parent and any person who was a member of the employee's household, regardless of relationship.

### **Section 8.5      Pay Rate**

Bereavement leave shall be paid for at an employee's scheduled pay rate.

## **ARTICLE IX: JURY DUTY**

### **Section 9.1      Drivers**

Drivers may be absent without loss of pay for the purpose of service on the grand jury or trial jury.



## **Section 9.2 Attendants**

Attendants may be absent without loss of pay for the purpose of service on the grand jury or trial jury up to a maximum of fifteen (15) days per school year.

## **Section 9.3 Compensation**

Although the employee will continue to receive wages for such jury service, the employee will pay to the District the compensation the employee received for such jury service. Monies received for such expenses as meals or travel are not included in the "compensation" to be paid over to the District.

# **ARTICLE X: HOLIDAYS**

## **Section 10.1 Drivers**

Drivers shall be entitled to the following paid holidays during the term of this Agreement.

COLUMBUS DAY  
VETERAN'S DAY  
THANKSGIVING DAY  
FRIDAY AFTER THANKSGIVING  
CHRISTMAS DAY  
NEW YEARS DAY

MARTIN LUTHER KING, JR. DAY  
PRESIDENT'S DAY  
GOOD FRIDAY  
MEMORIAL DAY  
LABOR DAY

## **Section 10.2 Attendants**

Attendants shall be entitled to the following paid holidays during the term of this Agreement.

COLUMBUS DAY  
THANKSGIVING DAY

CHRISTMAS DAY  
MEMORIAL DAY

Effective July 1, 2008 Attendants shall be entitled to Good Friday in addition to the above-listed holidays.

### **Section 10.3 Conditions**

Drivers and Attendants shall be entitled to these paid holidays provided they work the work day before and the work day after the holiday, after excluding weekends and where a doctor's certificate indicates illness.

### **Section 10.4 Work on Holidays**

If an employee is called in to work on a paid holiday, the employee will receive holiday pay plus pay for the hours worked.

## **ARTICLE XI: DUTIES OF DRIVERS AND ATTENDANTS**

### **Section 11.1 Driver's Duties**

- (a) It shall be the duty of each and every Driver hired by the District to drive school buses under the supervision of the Director of Transportation.
- (b) The service performed shall continue to be prompt, courteous, and with the utmost concern for the safety of the passengers.
- (c) Since Drivers are responsible for the behavior of passengers, special seating arrangements may be used at the discretion of the Driver acting on authority granted by the Superintendent in writing.
- (d) Drivers must notify immediately the mechanic of any operational difficulties or failures so that serious engine problems may be avoided.
- (e) Drivers will not transport students exceeding the capacity limit of the vehicle.

- (f) Employees who are training student employees shall not be held responsible for any accident which may occur while a student is driving the equipment.
- (g) All accidents must be reported promptly to the Director of Transportation.

## **Section 11.2 Duties of Attendant**

It shall be the duty of each and every Attendant hired by the District to conform to the job description approved by the Board. The District may conduct an annual performance evaluation of the Attendant.

## **ARTICLE XII: HEALTH INSURANCE**

### **Section 12.1 Retirees**

Any Driver who retires between the ages of 55 (fifty-five) and 65 (sixty-five) years of age shall have the option of continuing their medical insurance coverage at the group rate provided herein. The full payment of the premium shall be the total responsibility of the retired employee and no portion of the coverage will be paid by the District.

### **Section 12.2 District Payments**

The District shall provide to any Driver one hundred ten dollars (\$110.00) per month upon ratification, one hundred twenty dollars (\$120.00) per month effective July 1, 2007 and one hundred twenty five dollars (\$125.00) per month effective July 1, 2008 toward the cost of hospitalization insurance or, in lieu thereof, a payment of \$450.00 annually, prorated on a monthly basis. Such in lieu payments shall be made in January and June each school year. Drivers hired after July 1, 1995 shall not be eligible for in lieu payments.

### **Section 12.3 Health Insurance Plans**

Health Insurance Plans available to those drivers who choose to participate shall be the same as the HMO/PPO options available to the North Tonawanda United Teachers.

### **Section 12.4 Flexible Spending Plan**

The District will provide a Flexible Spending Plan in accordance with IRS Section 125 for all Drivers who choose to participate. The District shall select a plan administrator and will pay related administration costs.

## **ARTICLE XIII: WORKERS' COMPENSATION BENEFITS**

### **Section 13.1 Benefit**

Employees who are absent because of compensable injuries will receive full pay with time absent charged to sick leave up to the amount of sick leave available to the employee. If the employee's sick leave is exhausted before the employee can return to work, at the expiration of sick leave, the employee will receive wage compensation as provided by the Workers' Compensation Act.

### **Section 13.2 Reaccrediting Accumulated Sick Leave**

- (a) If the absent employee exhausted his credited sick leave prior to being able to return to work, the employee's sick leave shall be extended by the number of days computed by dividing the total amount of wage compensation you would have received had you not been on sick leave by his regular daily wage rate, computed to the nearest whole number.
- (b) If an employee who had been absent due to a compensable injury returns to work prior to the exhaustion of credited sick leave, his accumulated sick leave shall be extended by the

number of days computed by dividing the total amount of wage compensation you would have received had you not been on sick leave by his regular daily wage rate, computed to the nearest whole number.

- (c) "Regular daily wage rate" means the number of hours that the employee is regularly scheduled to work, not including overtime for special trips which are not a part of the employee's regular daily schedule.

## **ARTICLE XIV: WAGES**

### **Section 14.1 Drivers Salary Schedule**

<b>Step</b>	<b>2006-2007</b>	<b>2007-2008</b>	<b>2008-2009</b>	<b>2009-2010</b>
<b>1</b>	11.64	11.99	12.32	12.66
<b>2</b>	11.87	12.22	12.56	12.90
<b>3</b>	12.15	12.52	12.86	13.22
<b>4</b>	12.43	12.81	13.16	13.52
<b>5</b>	12.66	13.04	13.40	13.77
<b>6</b>	12.88	13.26	13.63	14.00
<b>7</b>	13.10	13.49	13.87	14.25
<b>8</b>				14.40

### **Section 14.2 Attendants Salary Schedule**

	<b>2006-2007</b>	<b>2007-2008</b>	<b>2008-2009</b>	<b>2009-2010</b>
<b>Years 1-7</b>	9.17	9.44	9.70	9.97
<b>Years 8-14</b>	9.37	9.64	9.90	10.17
<b>Years 15 +</b>	9.52	9.79	10.05	10.32

### **Section 14.3 Application of Salary Schedules**

- (a) Salary increases are given at the beginning of each school year. Employees currently employed as a Bus Driver or Substitute

Bus Driver prior to July 1, 2006 must have worked at least five-hundred (500) hours at the previous rate to advance the step. Employees hired as Bus Drivers or Substitute Bus Drivers on or after July 1, 2006 must have worked at least nine-hundred (900) hours at the previous rate to advance the step.

- (b) Summer work will be paid at the regular hourly rate. If the Driver is employed as an Attendant during the summer, that Driver would be paid at his or her hourly rate less one dollar (\$1.00) per hour.
- (c) The Substitute Bus Driver rate shall be one dollar (\$1.00) per hour below the step 1 rate established in each year of this Agreement.

#### **Section 14.4 Layover/Guaranteed Time**

(a) **Layover Time** - Only Drivers shall have no unpaid layovers of less than two (2) hours in order that a minimum of two (2) hours elapses between scheduled runs. This policy also applies to runs which begin after the end of the employee's scheduled work day.

(b) **Guaranteed Time** - Drivers and attendants shall receive a minimum of two hours pay each time they report to work, unless covered under the drivers layover time or it is a combination of the work day. Guaranteed time shall include all required pre- and post-checks.

#### **Section 14.5 Overtime**

Authorized overtime worked in excess of forty (40) hours per week shall be compensated at one and one-half (1 1/2) times an employee's regular straight time hourly rate. The workweek for the purposes of overtime computation will begin at 12.01 a.m. Saturday and end seven days later at 12.01 a.m. on Saturday.

## **Section 14.6 Long-Service Increments**

Long-service increments for Drivers shall be available upon the following terms and conditions and shall be based on years of credited service in the North Tonawanda Public Schools as defined herein.

INCREMENT	CREDITED SERVICE
\$550.00	During the 11th through 15th year.
\$950.00	During the 16th through 25th year.
\$1,250.00	During the 26th and beyond.

- (a) The long-service increment shall not be treated or computed as part of an employee's hourly wage rate.
- (b) Service credit for eligibility for a long-service increment shall be a service year in which 450 or more hours were worked.
- (c) One-half of the long-service increment shall be paid during the Christmas recess pay period and one-half paid in the second pay in June, or upon termination of employment, whichever occurs first, prorated on a ten (10) month basis.

## **Section 14.7 Call-In Time**

- (a) On days when Drivers and Attendants are scheduled to be on duty and, because of inclement weather or any other reason, are unable to complete full scheduled workday, Drivers and Attendants will be paid for the day as if scheduled to work. Hours paid shall not be more than eight (8) hours.
- (b) In the event of a closing of school because of a work stoppage, Drivers and Attendants will be compensated if they report for duty, unless they are notified not to report.

## ARTICLE XV: SENIORITY AND ITS APPLICATION

### Section 15.1 Definition

Seniority shall apply only to "Drivers" and "Attendants". It shall be calculated retroactive to the date such employee became employed, upon the approval of the Board of Education. In the event two or more employees have the same seniority date, relative seniority will be determined for their position in this order:

- First - residence within the District
- Second - substitute service in the District
- Third - order of Board appointment

Substitute service in the District does not count toward seniority except as set forth in the first section of this Article.

### Section 15.2 Probationary Period

- (a) After six (6) months of continuous service in a position to which an employee is appointed, seniority will be granted retroactive to the first day of assignment. If an employee does not complete probation and is reassigned to his or her original position, there will be no break in the employee's seniority in the original position. Each week between June 30 and the first day of school in September in which the employee is scheduled to work twenty (20) or more hours will be counted as part of the employee's probationary period.
- (b) The District will not utilize probationary appointments, temporary or substitute appointments to evade its obligation to post vacancies as required elsewhere in this Agreement.



### **Section 15.3 Seniority List**

Separate seniority lists will be maintained for Drivers and Attendants. Upon written request to the District, the Union President shall receive updated seniority rosters not later than ten (10) days after the request. The Union President will also receive a copy of seniority rosters for posting on the CSEA bulletin board. The seniority roster shall be updated as changes occur. If an employee changes from one job classification to another, that employee will be placed at the bottom of the seniority list of his/her new classification. Summer work will be assigned based on the seniority lists.

### **Section 15.4 Layoffs and Recalls**

- (a) Employees with the least job classification seniority are the first employees to be laid off in any classification after the temporary, substitute, and probationary employees in that classification have been laid off.
- (b) A laid off employee shall be recalled to the classification the employee formerly held, based on seniority; that is the last person laid off in that classification will be the first person recalled.
- (c) An employee who has been laid off shall be placed on the recall list for the job classification which the employee held at the time of layoff. An employee shall remain in the recall list for a period of twenty-five (25) months. An employee recalled to work pursuant to these provisions shall resume their job classification seniority in that job classification to which they are recalled.
- (d) Laid off employees, if qualified, will be offered positions as substitute drivers, based on seniority.

## **ARTICLE XVI: ROUTE BIDDING AND OTHER WORK ASSIGNMENTS**

### **Section 16.1     Route Choice**

Route choice will be determined on the basis of seniority with the most senior employee having first choice. The routes for drivers and attendants will be bid on the same day. Route selection will be determined each year in the month of August for the full school year and the month of June for the Summer Session. Unless prevented by extenuating circumstances, each driver will be allowed to review the routes at least two (2) days prior to route selection.

### **Section 16.2     Changing Routes**

The District administration will have the right to change routes both as to geography and time, when circumstances warrant. If the number of hours are changed by at least one-half hour a day or at least two and one-half hours per week due to a route change, every effort will be made to reduce the hours of the least senior employee(s). The change will be reviewed with a Union representative prior to implementation.

### **Section 16.3     Bidding**

Permanent route openings will be filled by bidding on the basis of seniority. Any employee who would benefit financially by changing routes will be allowed to bid. An employee will be allowed to change routes by route bidding only once per school year for route changes that do not have any financial benefit. Route openings will be posted for five (5) working days starting with five (5) working days after the vacancy occurs. The hours of a run and each starting and ending times will be listed on the bid sheet and the employee(s) will be given a copy of their run on bid day.

## **Section 16.4 Filling Route During Long Absences**

- (a) The District can assign Substitute Drivers to perform work assignments of absent Drivers for up to ninety (90) days in order to temporarily fill runs when another driver is unavailable to perform. "Unavailable" means absenteeism, assigned to other work, restricted by the forty (40) hour limit, ineligible or unqualified to perform the work.
- (b) After ninety (90) days, the vacancy will go up for bid and be awarded based on seniority. The vacancy of the successful bidder may be filled by assignment of an available Driver or by a Substitute, but will not be bid.
- (c) If the absent Driver returns during a school year, he/she and their replacement will be returned to their original assignments.

## **Section 16.5 Extra Work Assignments**

All extra work assignments to either Drivers or Attendants will be based on the seniority of the employees and conducted on a rotating basis, subject to the following criteria:

- (a) Seniority, qualification and availability of the employee(s) on the roster when the trip is scheduled, who have fewer than forty (40) hours per week.
- (b) If an employee refuses an extra work opportunity, the employee shall be passed over in the rotation and the next available and qualified employee will be offered the assignment. If the employee is performing another assignment or is unqualified for the extra work assignment, the employee will retain his/her position on the rotation roster for the next available assignment.

- (c) A cancelled trip will be considered as having been worked and that Driver will go to the bottom of the roster. In the event that a trip was cancelled and the two-hour reimbursement was not made, the Driver will be eligible for the next assignment that is made.
- (d) If a charter run is cancelled for any reason, the assigned employee will be entitled to a cancellation stipend equal to two (2) hours straight time pay if notice of such cancellation or discontinuance was not given to the assigned driver at least two (2) hours before the scheduled start of the run.
- (e) Substitute Drivers will be called only if all other Drivers refuse or are unavailable for any reason. Substitute Drivers will be called last.
- (f) **Christmas and Easter Work** - Christmas and Easter work opportunities will be offered to Drivers and Attendants based on seniority, rather than the extra work roster.

#### **Section 16.6 Preference**

The District shall give preference to available and qualified bargaining unit Drivers to drive District buses and will offer driver training to Attendants.

### **ARTICLE XVII: GRIEVANCE PROCEDURE**

#### **Section 17.1 Effective Date**

The following procedures shall be available to all members of the bargaining unit for alleged grievances which occur on or after the effective date of this Agreement.

## Section 17.2 General

- (a) "Grievance" shall mean a complaint by an employee or employees in the negotiation unit, or by the Union, concerning an alleged breach, misinterpretation, or misapplication of any term of this Agreement. "Grievance" shall not mean any matter as to which a method of review is mandated by law, or any rule or regulation having the force and effect of law, or as to which the Board is not empowered to act.
- (b) Forms for filing grievances will be jointly prepared and shall be distributed to facilitate the operation of the grievance procedure.
- (c) Materials and relevant records concerning agreements will be made available as soon as reasonably possible, upon request.
- (d) The investigation and processing of grievances shall be conducted so that District activities are not interrupted.
- (e) The failure of CSEA or any employee to take any of the actions authorized by this section within the specified times limits shall constitute a waiver of the right to proceed further and shall terminate the proceeding.
- (f) Any step in the grievance procedure or any time limit therein may be altered by mutual agreement, such agreement to be in writing if requested by either party.
- (g) A grievance other than one regarding discipline must be filed within thirty (30) work days of the Act out of which the grievance arises or of the date on which the employee could reasonably have knowledge of the act.

### **Section 17.3 Union Representation**

A grievant may be represented at any and all steps of this grievance procedure by a representative of CSEA. Following an appeal to Step 2, only CSEA or the counsel to CSEA may represent an employee in a grievance proceeding.

### **Section 17.4 Steps**

The steps of the grievance procedure are as follows:

#### **(a) Informal Step**

An employee who believes that he or she has a grievance shall discuss the matter with the immediate supervisor. If the problem can be resolved, no further action is required. If the problem cannot be solved informally, the employee shall file a written grievance at Step 1.

#### **(b) Step 1**

**Immediate Supervisor** - The grievance shall be presented in writing to the grievant's immediate supervisor. The supervisor shall meet with the employee and his Union representative within five (5) work days to discuss the grievance. The supervisor's written answer to the grievance shall be presented to the grievant and the CSEA's Grievance Chair within five (5) workdays after the meeting.

#### **(c) Step 2**

**Chief Executive Officer** - If the grievance is not resolved and pertains to other than discipline or discharge, the Union may appeal to the Superintendent within ten (10) workdays of receipt. The Superintendent or designee shall meet with the CSEA Grievance Committee and the grievant within five (5) workdays after the appeal was received.

The appeal to the Superintendent shall contain the following basic information:

1. The name and job title of the grievant.
2. Date of alleged occurrence.
3. Short description of the event.
4. Provision of the Agreement alleged to have been violated.
5. The remedy requested.
6. The signature of the employee/Union representative and date of appeal of Step 2.

The Superintendent or his designee shall conduct whatever meetings and investigation are deemed necessary by the Superintendent and shall file a written answer to the grievance within fifteen (15) workdays of the date of appeal.

**(d) Step 3**

**Binding Arbitration** -If a satisfactory settlement of the problem cannot be made on the basis of the Step 2 response, the grievance can be appealed to arbitration but no grievance shall be permitted to proceed to arbitration unless *Notice of Intent to Arbitrate* has been filed within fifteen (15) work days after receipt of the Step 2 response.

1. Only grievances which allege a breach, misinterpretation, or misapplication of this Agreement are subject to final and binding arbitration.

2. Arbitrator selection and arbitration procedures shall be conducted under the procedural rules of the Public Employment Relations Board.

3. An arbitrator shall have no power or authority, express or implied, to alter, add to, subtract from, or modify any provision of this Agreement.

4. An arbitrator's fee and expense, if any, shall be shared equally by CSEA and the District.

## **ARTICLE XVIII: DISCIPLINE AND DISCHARGE**

### **Section 18.1 Just Cause**

No employee having the benefit of seniority shall be disciplined or discharged without just cause.

### **Section 18.2 Procedures**

(a) The following disciplinary procedures shall apply to all bargaining unit employees with seniority rights, and such procedures shall be in lieu of all rights and procedures specified in Civil Service Law §75 and §76. Resort to the Civil Service Law procedure, therefore, shall be foreclosed and barred in favor of the grievance procedure in this Agreement.

1. The employee and CSEA shall receive written notice of the discipline to be issued. "Discipline" means written reprimand, suspension, fine, restitution, or discharge.

2. The employee shall be required to sign the written notice of discipline. Such signature shall only indicate that the employee received the notice and not that the employee agrees with its contents and allegations.

3. A copy of the notice of discipline will be placed in the employee's personnel file.

4. A notice of discipline may be used for up to three (3) years as a basis for a charge of discipline. After such three (3) year period, the notice of discipline may only be utilized for the purpose of determining the appropriate penalty.



### **Section 18.3 Grievances Over Discipline or Discharge**

Employees having seniority shall have the right to file a grievance under this Agreement to protest the absence of just cause for discipline. A grievance over suspension or discharge must be presented at Step 2 of the grievance procedure within no more than five (5) days after the date the written notice of discipline was issued. Grievances over any other disciplinary action must be presented at Step 1 of the grievance procedure within ten (10) days after the written notice of discipline was received. If a grievance is not filed within the appropriate time period, the disciplinary action shall be deemed for just cause.

### **Section 18.4 Arbitration of Disciplinary Grievances**

Only grievances dealing with suspension or discharge may be arbitrated. All other disciplinary grievances, if unresolved after review pursuant to the pre-arbitration stages of the grievance procedure, shall be held on abeyance. Should any issue raised by said notice of discipline later be used by the District in any future suspension discharge action against the employee, the allegations contained therein will be subject to review by the arbitrator.

## **ARTICLE XIX: GENERAL**

### **Section 19.1 Training**

- (a) The cost of training for a Driver position and upgrades and endorsements, which are directed and approved by the District, will be borne by the District.
- (b) **CDL License Payment** - If an employee passes the CDL license test, the District shall pay the difference between a Driver's license and CDL license for the initial as well as the annual renewals. For new Drivers, this payment will be made by the District after the employee completes six (6) months of service as a Driver or Substitute Driver.

- (c) The permit fee and the CDL road test fee will be paid by the District if said expenses are incurred by an employee during his or her employment with the District.
- (d) **Training and Orientation** - To accomplish the required safety meeting and to familiarize Drivers and Attendants with new routes and developments in transportation, a day of orientation during the week preceding school opening will be required. The date of orientation shall be determined by the Director of Transportation.

## **Section 19.2 Meal Allowance**

The District will reimburse employees for reasonable and necessary meal expenses up to nine dollars (\$9.00) per meal (breakfast, lunch, or dinner) when the employee is assigned to work outside the District more than five (5) hours beyond the end of the employee's regularly scheduled work day. Receipts are required for reimbursement. Expenses shall be submitted and paid monthly.

## **Section 19.3 Physical Examinations**

- (a) **Annual Physical** - The annual physical conducted by the District's medical service provider will be scheduled, if practical, during an employee's normal workday. The District will pay the examination fees of its medical services, but will not pay for a physical examination retest which the employee fails.
- (b) **Endurance Test** - Endurance testing required by New York State Regulations will be scheduled, if practical, during an employee's normal workday. If a retest is required, the District will make every reasonable effort to schedule a retest within ten (10) workdays after receipt of the employee's request. The employee is responsible to pay the retest fee if the employee fails the retest.

- (c) **Extended Workday** - If an employee is scheduled for a physical or endurance examination which extends the employee's normal workday, the employee will be paid for the additional, unpaid time at the examination and necessary travel. Otherwise, the employee will be paid a minimum of two (2) hours for said examinations.

## **Section 19.4 Training**

### **(a) First Aid Course**

A Driver or Attendant who attends an official Red Cross first aid course approved by the District will be paid, upon successful completion of the course, a one time fee of thirty-five (\$35.00). This fee includes the cost of books and materials.

### **(b) Mandated Training**

An employee, who attends a driver-training course, or other mandated training approved by the District, shall be paid a one-time fee equal to the employee's regular hourly wage rate for the time and attendance in addition to reimbursement for any registration fee. At the sole discretion of the District, employees will either receive mileage reimbursement or transportation provided by the District. If the training is conducted outside the District at a site twenty or more miles from the District, the employees will receive a double mileage reimbursement.

## **Section 19.5 Non-Discrimination**

Neither the District nor CSEA shall unlawfully discriminate against any employee or applicant for employment because of such person's race, color, religion, sex, age, or national origin, or because such person is handicapped or a disabled veteran. All references in this Agreement to the male gender shall apply equally to the female gender unless clearly expressed otherwise. No employee shall be discriminated against because of membership or lawful activities on behalf of CSEA.

## **Section 19.6     Safety Citation Award**

The Board will annually cite Drivers who complete one year of service without a chargeable accident. Drivers, who in the contract year will have earned a safety citation, will receive \$250.00 in cash in addition to the citation if the driver works more than 900 hours from September 1 to June 30. Effective July 1, 2007 the amount shall be raised to two hundred seventy five dollars (\$275). Those Drivers that qualify and work less than 900 hours but more than 360 hours during that period will receive \$125.00 in cash. Said citation and award will be made in the last pay of August each year. In the event of a disagreement as to whether an accident is "chargeable" or "non-chargeable", the final and binding decision will be made by a panel consisting of one Bus Driver, the Assistant Superintendent of Schools for Administrative Services, and the third panel member to be selected by the other two panel members.

## **Section 19.7     Copies of Agreement**

Copies of this Agreement shall be reproduced at the expense of the District and presented to all employees now or hereafter employed by the District as Drivers, Substitute Drivers, and Attendants.

## **Section 19.8     Conflict with Law**

Any provision of this Agreement which is, or during the period of this Agreement, may be found to be in violation of applicable statutes or regulations having the force of law is null, void, and unenforceable. Such voiding of a provision of this Agreement applies only to such provisions and does not affect the validity or remainder of this Agreement which shall remain in full force and effect.

## **Section 19.9     Restroom Facilities**

It is agreed that every effort will be made to have restroom facilities made available to employees when they are scheduled to be working

and the regular school facilities are not available due to the alarm system.

#### **Section 19.10 Operation of School Buses**

No School Bus shall be operated by any person who has not been certified by the State of New York to operate either of said vehicles. (Section 156.13 of the Regulations of the Commissioner of Education). The term school bus is hereby defined as any vehicle painted "National School Bus Chrome".

### **ARTICLE XX: LEGISLATIVE ACTION**

#### **Section 20.1 Board Approval**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE BOARD OF EDUCATION HAS GIVEN APPROVAL.

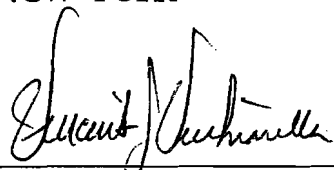
## ARTICLE XXI: DURATION

### Section 21.1 Duration

Except where otherwise specifically provided, it is agreed that the terms and provisions of this Agreement relating to salaries, wages, other benefits, and other terms and conditions of employment shall take effect on the first of the month following ratification of the Agreement by both the Board and the Union and shall remain in full force and effect until June 30, 2010.

The terms of this Agreement, having been ratified by the employees of the bargaining unit and the Board, the responsible representatives of the parties execute this Agreement this 13<sup>th</sup> day of MARCH 2007.

City School District  
City of North Tonawanda  
New York

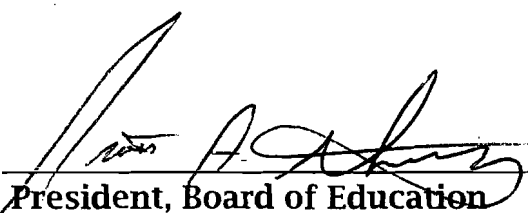


Superintendent of Schools

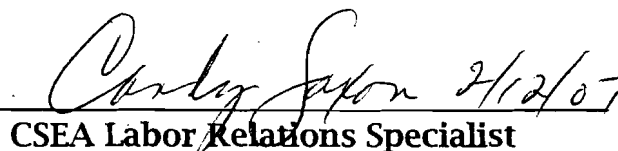
Civil Service Employees  
Association, Inc.,  
Local 1000, AFSCME, AFL-CIO,  
and its Local 872



President



President, Board of Education



CSEA Labor Relations Specialist

